

FILED

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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY KWIX DEPUTY

1 H. CHRISTIAN L'ORANGE (State Bar No. 71730)
2 S. FEY EPLING (State Bar No. 190025)
3 DRINKER BIDDLE & REATH LLP
4 50 Fremont Street, 20th Floor
5 San Francisco, California 94105-2235
6 Telephone: (415) 591-7500
7 Facsimile: (415) 591-7510
8 Email: Fey.Epling@dbr.com

9 Attorneys for Plaintiff
10 THE LINCOLN NATIONAL LIFE INSURANCE
11 COMPANY

12 UNITED STATES DISTRICT COURT
13 SOUTHERN DISTRICT OF CALIFORNIA

14 THE LINCOLN NATIONAL LIFE
15 INSURANCE COMPANY,

16 Plaintiff,

17 v.

18 H. THOMAS MORAN, II, Court-
19 Appointed Receiver of LYDIA CAPITAL,
20 LLC,

21 Defendant.

Case No. 08 CV 0023 IEG NLS
COMPLAINT FOR DECLARATORY
JUDGMENT

22 Plaintiff, The Lincoln National Life Insurance Company, as successor by merger
23 to Jefferson-Pilot Life Insurance Company ("Lincoln"), by and through its attorneys,
24 hereby files this Complaint for Declaratory Judgment, and in support thereof, avers as
25 follows:

26 1. This is an action for Declaratory Judgment under 28 U.S.C. § 2201,
27 wherein Lincoln seeks a declaration establishing its rights and obligations pursuant to a
28 policy of life insurance issued to The Black Irrevocable Trust (the "Trust") in material
reliance upon misrepresentations made by the policy applicant. Moreover, upon
information and belief, the policy in question was procured in order to be sold in the
secondary life insurance market and, as such, lacked an insurable interest at the time of

DRINKER BIDDLE & REATH LLP
50 Fremont Street, 20th Floor
San Francisco, CA 94105

SF13933352

COMPLAINT FOR DECLARATORY JUDGMENT

CASE NO.

ORIGINAL

BY FAX

1 issuance. Upon information and belief, Lydia Capital, LLC ("Lydia"), an entity formerly
 2 engaged in secondary market transactions, acquired a beneficial interest in the Trust after
 3 the policy was issued. Lydia is currently in receivership following the initiation by the
 4 United States Securities and Exchange Commission ("SEC") of an enforcement action
 5 alleging Lydia and its principals committed, among other purported illegalities, securities
 6 fraud.

7 PARTIES

8 2. Plaintiff Lincoln is a life insurance company organized and existing under
 9 the laws of the State of Indiana, located at 1300 South Clinton Street, Ft. Wayne, Indiana
 10 46802.

11 3. Defendant H. Thomas Moran, II ("Mr. Moran" or the "Receiver") is a
 12 natural person with an address of 521 W. Wilshire, Suite 200, Oklahoma City, Oklahoma
 13 73116. By order of court, Mr. Moran was appointed Receiver of Lydia, a limited liability
 14 company organized and existing, upon information and belief, under the laws of the State
 15 of Delaware, and located at 28 State Street 11th Floor, Boston, Massachusetts.

16 JURISDICTION AND VENUE

17 4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §
 18 1332(a)(1), insofar as the matter in controversy exceeds the sum of \$75,000, exclusive of
 19 interest and costs, and there is complete diversity between Plaintiff and the Defendant.

20 5. In addition, this action may be brought in this Court pursuant to 28 U.S.C.
 21 §§ 754 and 959(a), inasmuch as Lincoln brings this action with respect to the Receiver's
 22 acts and transactions in carrying on business connected with property which, upon
 23 information and belief, is within the Lydia receivership. Furthermore, on November 11,
 24 2007, the District Court for the District of Massachusetts, the court that appointed Mr.
 25 Moran, granted Lincoln leave to file an action concerning the validity of the policy issued
 26 to the Trust.

27 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a), because a
 28 substantial part of the events giving rise to the claim occurred herein, and because a

substantial part of the property that is the subject of this action is situated herein.

BACKGROUND

Investor-Originated Life Insurance

7. Over the last decade, a secondary market has emerged in which speculative investors have sought to obtain, and in many cases have succeeded in obtaining, a pecuniary interest in life insurance policies.

8. These speculators do not acquire an interest in life insurance policies insuring the lives of persons with whom they have a familial relationship, or in whose longevity they possess a legally recognized interest; instead, these speculators purchase policies that insure the lives of strangers – or, in many cases, purchase the beneficial interests in insurance trusts or ownership interests in shell corporations that own those policies – in the expectation that they will profit by the deaths of the insureds.

9. Such arrangements are commonly referred to as IOLI, which stands for “investor-originated life insurance,” or STOLI, which stands for “stranger-originated life insurance.” (For ease of reference, these transactions are referred to as “STOLI” herein.)

10. STOLI transactions run afoul of state insurable interest laws, which protect the integrity of life insurance by requiring policy owners to have a cognizable interest in the longevity of the insureds at the time the policy is issued.

11. Speculators, who are the true intended owners of STOLI policies, attempt to circumvent these laws by carefully constructing their transactions to hide the fact that the policies are not being procured to satisfy legitimate insurance needs but instead are being procured as impermissible investments.

12. The speculators typically first find a relatively older and high-net worth individual willing to participate in the investment transactions. Logically, the STOLI investors seek out the highest anticipated rates of return when choosing the life insurance policies on which they will speculate. This means the typical life insurance policy to which speculators gravitate insures the life of an individual aged seventy or older, with a net worth of over one million dollars. Such an individual can obtain large value policies,

1 and, actuarially speaking, is expected to have a relatively limited lifespan. For these and
2 other reasons these individuals are targeted by STOLI speculators.

3 13. The speculators must also determine the resale value of the policy in the
4 secondary market; this value is based largely upon the life expectancy of the prospective
5 insured. The shorter the expected lifetime of the prospective insured, the more valuable
6 the policy is to those who would gamble on his or her life. Prior to the resale of a policy,
7 the prospective insured often submits to a life expectancy analysis, the results of which
8 may be provided to putative investors.

9 14. Once the speculators locate an individual who meets their investment
10 profile, and, more importantly, will agree to collaborate in the STOLI arrangement, an
11 application is made for one or more insurance policies. The speculators typically pay
12 most or all of the prospective insured's costs, including premium payments. Some
13 speculators even agree to pay the prospective insured a fee upon the issuance of the
14 policy.

15 15. In many cases, the policy application indicates that a third-party entity,
16 such as a trust, a shell corporation or a limited partnership, will be the owner and/or
17 beneficiary of the life insurance proceeds. This permits the speculators to acquire an
18 interest in this holding entity – and, most importantly, in the death benefit that will later
19 be disbursed by the insurer – without disclosing the fact of their ownership to the insurer.

20 16. Another way the investors assure ownership of the policy is to loan the
21 insured the funds to pay the premium for a finite period of time, usually for the two-year
22 contestability period. Once this contestability period has expired, the insured can either
23 repay the loan or assign the policy to the investors, thus completing the transaction. The
24 loan is structured in a way to encourage the insured to assign the policy to the investors
25 by, among other things, loaning the funds at a high interest rate.

26 17. While there are many variations, all STOLI programs have one thing in
27 common: their objective is to give investors who have no insurable interest in the life of
28 the insured a stake in an insurance policy on the life of a complete stranger.

Issuance of the Policy to the Trust

18. On or about December 22, 2006, an application (the "Application") was submitted to Lincoln for a \$3,000,000.00 life insurance policy on the life of Roy Keith Black ("Mr. Black"). A true and correct copy of the Application, with redactions of certain personal identifiers, private health information and financial account data, is attached hereto as Exhibit "1." The Application contained multiple material misrepresentations.

19. At the time the Application was submitted, Mr. Black, the applicant, was 79 years old. *See* Exhibit "1."

20. The Application identified the "Roy Black Irrev. Trust" as the proposed owner and policy beneficiary. *See* Exhibit "1." (The ownership and beneficiary designations of the Policy were subsequently changed to the Lydia Capital Alternative Investment Fund). According to the Trust Agreement purportedly establishing the Trust, the law firm of Dawson & Ozanne ("Dawson") was to serve as trustee. A true and correct copy of the Trust Agreement, with redactions of certain personal identifiers, is attached hereto as Exhibit "2."¹ Upon information and belief, Dimetri Reyzin, Esq., ("Mr. Reyzin"), a Dawson attorney, executed the Trust documents on behalf of Dawson and signed the Application, in his apparent capacity as signatory for Dawson. *See* Exhibits "1" and "2."

21. The Application indicated Mr. Black had a net worth of \$2,910,000.00 and an annual income of \$120,000.00. *See* Exhibit "1." The Application also indicated Mr. Black had not filed for bankruptcy within the past five years. *See id.*

22. However, upon information and belief, on or about February 16, 2005, Mr. Black filed a Voluntary Petition for bankruptcy (the "Bankruptcy Petition") under Chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court

¹ The Trust Agreement identified the Trust as the "Black Irrevocable Trust." *See* Exhibit "2." Upon information and belief, the "Roy Black Irrev. Trust" and the "Black Irrevocable Trust" are one and the same entity.

1 for the Southern District of California. A true and correct copy of the Bankruptcy
2 Petition, with redactions of certain personal identifiers and financial account data, is
3 attached hereto as Exhibit "3."

4 23. The Bankruptcy Petition indicated the total assets of Roy Keith Black were
5 approximately *negative* \$117,400.00 as of February 16, 2005, the date of filing. *See*
6 Exhibit "3." The Bankruptcy Petition moreover indicated the "Current Income" of Roy
7 Keith Black was \$14,916.00. *See id.*

8 24. Upon information and belief, prior to finalizing and submitting the
9 Application to Lincoln, Mr. Black and Mr. Reyzin, or individuals acting on their behalf,
10 engaged in discussions regarding the possible sale or assignment of the prospective
11 policy, and/or an interest in the Trust that was to own the same.

12 25. Nevertheless, in the Application submitted to Lincoln, Mr. Black denied he
13 had "been involved in any discussion about the possible sale or assignment of this policy
14 to a life settlement, viatical or other secondary market provider." *See* Exhibit "1."

15 26. In an Amendment to Application for Insurance (the "Amendment"), Mr.
16 Reyzin also denied he had "been involved in any discussion about the possible sale or
17 assignment of this policy to a life settlement, viatical or other secondary market
18 provider." A true and correct copy of the Amendment is attached hereto as Exhibit "4."
19 Moreover, in the Amendment, Mr. Black and Mr. Reyzin represented that they "ha[d] not
20 been involved in any discussion about the possible sale or assignment of this policy as an
21 inducement to purchase the life insurance policy for sale at a later date," or in "any
22 discussion about the possible sale of a beneficial interest in a trust, LLC, or other entity
23 created, or to be created, on [their] behalf." *See id.*

24 27. Upon information and belief, within weeks of submitting the Application,
25 and in furtherance of their prior discussions regarding their intent to transfer the policy
26 for which they were applying, Mr. Black and Mr. Reyzin, or individuals acting on their
27 behalf, obtained a life expectancy report for Mr. Black. This report, upon information
28 and belief, was procured to facilitate the eventual sale or assignment of the policy for

1 which they were applying, and/or an interest in the Trust, in the secondary life insurance
2 market.

3 28. On January 28, 2007, Lincoln issued life insurance policy number
4 JF5567566, with a total death benefit of \$3,000,000.00 (the "Policy") on the life of Mr.
5 Black. A true and correct copy of the Policy, with redactions of certain personal
6 identifiers, private health information and financial account data, is attached hereto as
7 Exhibit "5." Both the Application and the Amendment were made part of the Policy. *See*
8 Exhibit "5."

9 29. The Trust was listed as both owner and beneficiary of the Policy. *See*
10 Exhibit "5."

11 30. Upon information and belief, within weeks of applying for the Policy, Mr.
12 Reyzin, on behalf of Dawson in its capacity as trustee of the Trust, completed the sale
13 and/or assignment of a beneficial interest in the Trust to a person or entity in the
14 secondary life insurance market. Upon information and belief, a beneficial interest in the
15 Trust was eventually acquired by Lydia and incorporated into Lydia's portfolio of assets.

16 The Securities and Exchange Commission's

17 Enforcement Action Against Lydia Capital

18 31. On or about April 12, 2007, the SEC initiated an enforcement action in the
19 United States District Court for the District of Massachusetts against Lydia and its
20 principals, alleging Lydia carried out a "fraudulent investment scheme" through its sale
21 of "limited partnership interests" in the Lydia Capital Alternative Investment Fund (the
22 "Fund"). A true and correct copy of the SEC's Complaint in that action, *SEC v. Lydia*
23 *Capital, LLC, et al.*, Civ. Action No. 1:07-10712-RGS, is attached hereto as Exhibit "6."

24 32. The SEC alleged Lydia, through the sale of the partnership interests in the
25 Fund, failed to disclose "that the Fund's principal underlying assets – i.e., life insurance
26 policies – may be either worthless or virtually worthless." *See* Exhibit "6," ¶ 2.

27 33. The SEC alleged the life insurance policies may be worthless because the
28 policy applicants "falsely claimed that they had no intention to sell their policies" at the

1 time they applied for insurance. *See* Exhibit “6,” ¶ 13.

2 34. According to the SEC, as a result of these false claims, the “[l]ife insurance
3 companies have a right to rescind the [fraudulent] policies based on false representations
4 in the application.” *See* Exhibit “6,” ¶ 14.”

5 35. On or about May 1, 2007, the SEC filed an Amended Complaint which
6 further detailed the violations of securities laws allegedly committed by Lydia. A true
7 and correct copy of the SEC’s Amended Complaint is attached hereto as Exhibit “7.”

8 36. According to the SEC, in “at least five instances,” the insurance
9 applications and related documents “presented a strong possibility of fraud that could
10 lead to rescission.” *See* Exhibit “7,” ¶ 64. Among those purportedly fraudulently
11 procured policies was a “\$3 million policy issued on RB.” *See id.*, ¶ 65.

12 37. Upon information and belief, the insured referred to as “RB” is Mr. Black.

13 38. As stated by the Commission, this “strong possibility of fraud” on the “\$3
14 million policy issued on RB” was based upon the insured answering “‘no’ to the question
15 on [the] application[] asking whether [he] ever discussed the possible sale or assignment
16 of [the] policy in a life settlement transaction” and Lydia “possess[ing] strong
17 circumstantial evidence in documents that would or should have been reviewed as part of
18 [Lydia’s] deal diligence, indicating that the insureds’ representations were incorrect.”
19 *See* Exhibit “7,” ¶¶ 64-5.

20 39. The SEC stated some of the “strong circumstantial evidence” which should
21 have led to Lydia knowing the insured’s “representations were incorrect” included
22 allegations that the insured: (1) “obtained independent life expectancy evaluations ...
23 within two to five weeks of submitting [his] application[]”; and (2) “sold interests in [the]
24 [P]olic[y] to [Lydia’s] indirect agents within approximately one to five weeks after
25 applying for coverage.” *See* Exhibit “7,” ¶ 65.

26 40. The SEC moreover alleges that the Policy has the markings of secondary
27 market insurance fraud. The SEC describes a practice called “wet –inking,” “which
28 involves the purchase of an insurance policy purely for the purpose of selling it in a life

1 settlement transaction immediately after issuance, or while the ink on the policy is still
 2 "wet." See Exhibit "7," ¶ 68. The SEC contends that Lydia participated in such
 3 practices with respect to the Black Policy, among other policies, and, therefore, "that the
 4 policies would be subject to a challenge on insurable interest grounds." See *id.*, ¶ 69.

5 COUNT I

6 DECLARATORY JUDGMENT – MATERIAL MISREPRESENTATION

7 41. Lincoln hereby incorporates by reference each and every averment of fact
 8 contained in the preceding paragraphs as if set forth herein at length.

9 42. Upon information and belief, Mr. Black made misrepresentations to
 10 Lincoln on the Application and concerning his involvement in discussions of the possible
 11 sale of the Policy to a life settlement, viatical or other secondary market provider. Upon
 12 information and belief, Mr. Reyzin made the same misrepresentation on the Amendment.
 13 Moreover, upon information and belief, both Mr. Black and Mr. Reyzin made
 14 misrepresentations on the Amendment regarding their involvement in discussions about
 15 the possible sale of a beneficial interest in a trust, LLC, or other entity created, or to be
 16 created, on Mr. Black's behalf.

17 43. Mssrs. Black and Reyzin knew, or should have known, of the falsity of
 18 their respective representations concerning their involvement in discussions of the
 19 possible sale of the Policy to a life settlement, viatical or other secondary market
 20 provider, or of the possible sale of a beneficial interest in a trust, LLC, or other entity
 21 created, or to be created, on Mr. Black's behalf. The misrepresentations of Mssrs. Black
 22 and Reyzin in the Application and Amendment were material and invoked Lincoln's
 23 reliance; indeed, the misrepresentations of Mssrs. Black and Reyzin had a significant
 24 bearing upon Lincoln's decision to issue a policy insuring the life of Mr. Black.

25 44. Lincoln is entitled to a judicial declaration that, pursuant to Cal. Ins. Code
 26 §§ 359 and 331, the Policy is void *ab initio*, as it was issued by Lincoln in reliance upon
 27 material misrepresentations made by the Policy applicants as described above, and/or in
 28 reliance upon material misrepresentations which may be revealed through the discovery

process; or, in the alternative, that the material misrepresentations constitute grounds for rescission of the Policy by Lincoln.

COUNT II

DECLARATORY JUDGMENT – LACK OF INSURABLE INTEREST

45. Lincoln hereby incorporates by reference each and every averment of fact contained in the preceding paragraphs as if set forth herein at length.

Upon information and belief, the Policy was issued to, at the behest of, and/or under the direction of, a party or parties possessing no insurable interest recognized under the law of California and, in any event, there was a lack of insurable interest in connection with the Policy.

46. Upon information and belief, Mr. Reyzin, on behalf of Dawson in its capacity as trustee of the Trust, completed the sale and/or assignment of a beneficial interest in the Trust, which was eventually acquired by Lydia. The purpose of the series of transactions was to conceal the agreements whereby Lydia engaged in a gamble upon the life of Mr. Black.

47. Lincoln is entitled to a judicial declaration that, pursuant to Cal. Ins. Code §§ 280 and 10110.1, the Policy is void *ab initio*, or, in the alternative, that the lack of insurable interest at the time of policy issuance constitutes grounds for rescission under California law.

RELIEF REQUESTED

WHEREFORE, Lincoln respectfully requests the entry of an Order by this Court declaring:

A. Whether the Policy is void *ab initio*, or in the alternative, whether Lincoln may rescind the Policy, due to the material misrepresentations made by Msrs. Black and Reyzin on the application materials and relied upon by Lincoln;

B. Whether the Policy was unsupported at the time of issuance by any legally cognizable insurable interest under California law and, as such, is void *ab initio*, or in the alternative, whether the lack of insurable interest at the time of policy issuance constitutes

1 grounds for rescission under California law;

2 C. Whether Lincoln may retain some or all of the premiums paid pursuant to
3 the Policy;

4 D. Whether Lincoln is awarded attorney's fees and costs associated with
5 seeking this judgment; and

6 E. Whether Lincoln is granted such further relief as this Court deems
7 appropriate.

8
9
10 Respectfully Submitted,

11 Dated: January 3, 2008

12
13 
14 S. FEY EPLING

15 DRINKER BIDDLE & REATH LLP
16 Attorneys for Plaintiff
17 THE LINCOLN NATIONAL LIFE
18 INSURANCE COMPANY

19 *Of Counsel*

20 STEPHEN C. BAKER
21 MICHAEL J. MILLER
22 JASON P. GOSSELIN
23 DRINKER BIDDLE & REATH LLP
24 One Logan Square
25 18th & Cherry Streets
26 Philadelphia, PA 19103-6996
27 Telephone: (215) 988-2700
28

JS 44
(Rev. 07/88)**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

THE LINCOLN NATIONAL LIFE INSURANCE
COMPANY

DEFENDANTS

H. THOMAS MORAN, JR. appointed
Receiver of LYDIA CAPITAL, LLC
CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Indiana
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Oklahoma
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

S. Fey Epling
Drinker Biddle & Reath LLP
90 Fremont Street 20th Floor
San Francisco, CA 94105
(415) 591-7500

ATTORNEYS (IF KNOWN)

'08 CV 0023 IEG NLS

BY FA

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PT | DEF | | PT | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

28 U.S.C. § 2201 Declaratory Judgment re: Insurance Contract.

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reappointment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce/ICC Rates/etc.
<input type="checkbox"/> 160 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (13958)	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 365 Property Damage Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 881 Agricultural Acts
<input type="checkbox"/> 195 Contract Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 882 Economic Stabilization Act
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 883 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 884 Energy Allocation Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights			<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	PRISONER PETITIONS			<input type="checkbox"/> 990 Other Statutory Actions
	<input type="checkbox"/> 510 Motion to Vacate Sentence			
	HABEAS CORPUS:			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Conditions			

VI. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removal from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$
UNDER F.R.C.P. 23

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ YES ☒ NO

VIII. RELATED CASE(S) IF ANY

(See Instructions):

JUDGE

Docket Number

DATE

SIGNATURE OF ATTORNEY OF RECORD

January 3, 2008

S. Fey Epling

PAID \$350 1/3/08 OH RPT # 196105
ODMA\PCDOCS\WORDPERFECT\228161 January 24, 2000 (3:10pm)

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

146105 - BH

**January 03, 2008
16:19:35**

Civ Fil Non-Pris

USAO #: 08CV0023 CIVIL FILING

Judge.: IRMA E GONZALEZ

Amount.: \$350.00 CK

Check#: BC#65636

Total-> \$350.00

FROM: CIVIL FILING
LINCOLN FIN. LIFE V. MORAN ET